

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS

COVER SHEET  
TO MOTION TO CONFIRM ARBITRATION AWARD

CLERK US DISTRICT COURT  
NORTHERN DIST. OF TX  
FILED

2019 DEC -4 AM 8:28

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RANCE MAGEE & MICHELLE MAGEE, ET AL,

**5 - 19 MC 0017 - H**

PETITIONER(S)

v.

COVER SHEET TO  
MOTION TO CONFIRM ARBITRATION AWARD

MR. COOPER, ET AL.

RESPONDENT(S)

\_\_\_\_\_  
**IDENTITY OF THE PARTIES**

1. Petitioners, Rance Magee and Michelle Magee are citizens of the State of Michigan, County of St. Clair with a residence located in Emmett, Michigan.
2. Respondent(s) are residents of the State of Texas, County of Dallas with their Corporate Headquarters located in Texas.

**JURISDICTION AND VENUE**

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332 for reasons set forth below.
2. Petitioner is a citizen of the State of Michigan.
3. Respondent(s) are incorporated the State of Texas. There is a complete Diversity of Citizenship between Petitioner and Respondent(s).
4. Petitioner seeks to confirm an arbitration award of which exceeds \$ 75,000.00.

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS**

**MEMORANDUM OF LAW**

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RANCE MAGEE & MICHELLE MAGEE, ET AL

PETITIONERS,

v.

MR. COOPER, ET AL.

RESPONDENT(S)

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This memorandum is submitted on behalf of Petitioners Rance Magee & Michelle Magee in support of this motion, pursuant to 9 U.S.C. § 9, to confirm an arbitration award. this motion should be granted and the award confirmed into a judgment because the arbitration was in all respects proper and the award is final and legally binding upon all parties.

**STATEMENT OF FACTS**

On or about October 09, 2018; Petitioners Rance Magee & Michelle Magee and Respondent(s) entered into an agreement which provided that the parties would settle any dispute arising out of the agreement by arbitration according to Keisha Jones, Arbitrator.

**PROCEDURAL BACKGROUND**

Petitioner filed an arbitration claim with SITCOMM Arbitration Association claiming \$ 558,406.00 in damages due to Petitioner. On January 17, 2019 the arbitrator issued Petitioner an award of \$ 558,406.00. Petitioner now moves to confirm this award.

**EXPLANATION**

The Federal Arbitration Act, 9 U.S.C. § 9; provides that “within one year after the award is made any party to the arbitration may apply to the court so specified for an order confirming

the award and thereupon the court must grant such an order unless the award is vacated, modified, or corrected. Accordingly, the court has the obligation to confirm Petitioner's arbitration award into a judgment. See *Doctor's Assocs., Inc. v. Casarotto*, 116 S. Ct. 1652, 1657 (1996) (stating the purpose of the federal arbitration act is to ensure that private agreements to arbitration are enforced); *Allied Bruce Terminix Cos. v. Dobson*, 115 S. Ct. 834, 838 (1995) ("[t]he basic purpose of the federal arbitration act is to overcome courts' refusals to enforce agreements to arbitrate.") *Southland Corp. v. Keating*, 465 U.S. 1, 15-16 (1984) (holding the federal arbitration act preempts state law and state courts cannot apply state statutes that invalidate arbitration agreements).

The standard of review of an arbitrator's decision by the court is very narrow. The scope of review is limited and the court will not examine the validity of the decision except to the extent that the award exceeds the agreement of the parties. See *Burchell v. Marsh*, 58 U.S. 344, 349 (1854) (stating the appropriate scope of judicial review is whether the award is the honest decision of the arbitrator, made within the scope of the arbitrator's power, and that a court will not otherwise set aside an award for error, either in law or fact); *Coast Trading Co. v. Pacific Molasses Co.*, 681 F.2d 1195, 1197-98 (9<sup>th</sup> Cir. 1982).

Accordingly, Justice Kavanaugh of the Supreme Court expressed his opinion as "We must interpret the act as written and the Act in turn requires that we interpret the contract as written. When the parties' contract delegates the arbitrability question to an arbitrator, a court may not override the contract. In those circumstances, a court possesses no power to decide the arbitrability issue. That is true even if the court thinks that the argument that the arbitration agreement applies to a particular dispute is wholly groundless."

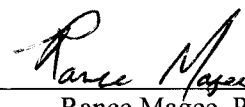
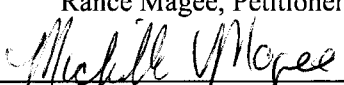
Further, Kavanaugh continued; "That conclusion follows not only from the text of the Act but also from precedent. We have held that a court may not "rule on the potential merits of the underlying" claim that is assigned by contract to an arbitrator, "even if it appears to the court to be frivolous." A court has "no business weighing the merits of the grievance" because the "agreement is to submit all grievances to arbitration. Not merely those which the court will deem meritorious." AT&T Technologies principle applies with equal force to the threshold issue of arbitrability. Just as a court may not decide a merits question that the parties have delegated to an arbitrator.

Here, the arbitrator(s), having considered the pleadings and other evidence presented at the hearing, determined that each Respondent is liable to Petitioner for \$ 558,406.00 The arbitrator also determined that Respondent(s) have no past, present or future claim against Petitioner's property. There are no grounds for vacating, modifying, or correcting an arbitration award enumerated in 9 U.S.C. §§ 10-11 which exist and Respondent(s) have not made any motion to vacate, modify, or correct the award.

### CONCLUSION

Petitioner respectfully requests an order confirming an arbitration award into a judgment for the amount of \$ 558,406.00 for Petitioner and against each Respondent and an order releasing Respondent(s) past, present and future claims against Petitioner's property and return any and all properties held in any manner.

Dated: November 22, 2019

  
\_\_\_\_\_  
Rance Magee, Petitioner  
  
\_\_\_\_\_  
Michelle Magee, Petitioner

**CERTIFICATE OF SERVICE**

I, Rance Magee, being at or above the age of 18, of the majority a citizen of the United States of America, did mail the documents entitled:

Motion to Confirm Arbitration Award  
Memorandum of Law  
Civil Cover Sheet  
Arbitration Award  
Contracts

by placing them in an envelope addressed to: Name and address:

United States District Court  
For the Northern District of Texas  
George Mahon Federal Building  
1205 Texas Ave., Rm 306  
Lubbock, TX 79401-4002

Mr. Cooper  
8950 Cyprus Waters Blvd  
Coppell, Texas 75019

GMAC Mortgage  
100 Witmer Road  
Horsham, PA 19044

Nationstar Mortgage  
8950 Cyprus Waters Blvd  
Coppell, TX 75019

Ocwen Financial  
1661 Worthington Road, Ste 100  
West Palm Beach, FL 33409

Fannie Mae  
1100 15th Street N.W.  
Washington, D.C. 20005

Affixing the proper postage and depositing it with the local postal carrier, also being of the age of the majority, and not a party to this action who upon receipt guarantees delivery as addressed and/or local drop box guaranteeing the same as prescribed in law. If called upon I provide this sworn testimony based on first-hand knowledge of the aforementioned events attesting and ascribing to these facts on this day November 22, 2019.

  
Rance Magee

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

Rance &amp; Michelle Magee, Et Al.

**DEFENDANTS**

Mr. Cooper, Et Al.

(b) County of Residence of First Listed Plaintiff St. Clair

(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant Dallas

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

(c) Attorneys (Firm Name, Address, and Telephone Number)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)☐ 1 U.S. Government Plaintiff☐ 3 Federal Question (U.S. Government Not a Party)☐ 2 U.S. Government Defendant☒ 4 Diversity (Indicate Citizenship of Parties in Item III)**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4
Citizen of Another State	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input checked="" type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

**V. ORIGIN** (Place an "X" in One Box Only)

☐ 1 Original Proceeding    ☐ 2 Removed from State Court    ☐ 3 Remanded from Appellate Court    ☐ 4 Reinstated or Reopened    ☐ 5 Transferred from Another District (specify)    ☐ 6 Multidistrict Litigation - Transfer    ☐ 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
Title 9 U.S.C. Sections 1-16.Brief description of cause:  
Confirm Arbitration Award- Misc Filing**VII. REQUESTED IN COMPLAINT:**☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. **DEMAND \$**

CHECK YES only if demanded in complaint:

**JURY DEMAND:** ☐ Yes ☒ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

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Lubbock, TX 79401-4006

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